



ANDREW FURMAN
Direct Dial: (212) 574-4119
afurman@chartwelllaw.com

Reply To: New York Office
One Battery Park Plaza, Suite 710
New York, NY 10004
Phone: (212) 968-2300
Facsimile: (212) 968-2400

March 27, 2025

Via ECF

Hon. Arun Subramanian, USDJ
Thurgood Marshall U.S. Courthouse
40 Foley Square
New York, New York 10007

Re: Go 770 Management LLC v. Mt. Hawley Insurance Company
Civil Action No.: 24-CV-8136 (AS)

Dear Judge Subramanian:

Plaintiff, Go 770 Management LLC (“Go 770”), and defendant, Mt. Hawley Insurance Company (“Mt. Hawley”), write jointly to request a stay of discovery in this action until after the resolution of Go 770’s recently filed motion for summary judgment.

Go 770 commenced this breach of contract action against Mt. Hawley to recover insurance proceeds for property damage to its property located at 6097 Rodman Street, Hollywood, Florida (the “Premises”). Go 770’s complaint alleges that on March 29, 2022, the Premises sustained damage as a result of a pipe break (the “Claim”) and that the damage is covered under a commercial property policy issued to Go 770 by Mt. Hawley (the “Policy”). Mt. Hawley provided some coverage for the loss but not to the extent of damages sought by Go 770. The parties subsequently participated in an appraisal of the claimed damages arising out of the pipe break, which resulted in a total award of \$242,275.15 at replacement value and \$219,683.66 at actual cash value. Mt. Hawley did not pay the appraisal award but instead issued payment based on its own evaluation of which damages were covered under the Policy. Go 770 then commenced this lawsuit for damages arising out of Mt. Hawley’s purported breach of the Policy.

On March 25, 2025, Go 770 filed a Motion to Confirm Appraisal Award and for Entry of Summary Judgment (the “Motion”). In the Motion, Go 770 asserts that Mt. Hawley was bound by the terms of the Policy to pay the appraisal amount, and that because the appraisal resolved all disputed facts as to the value of Go 770’s claim, that an order granting it summary judgment should be issued. Go 770 further maintains that no further discovery is necessary to resolve the legal issues presented by the Motion. While Mt. Hawley disputes the validity of Go 770’s arguments, if this Court grants the Motion it would obviate the need for further discovery in this case. As a result, the parties request that the Court stay discovery in this matter until after the resolution of the

Hon. Arun Subramanian, USDJ
March 27, 2025
Page 2 of 2

Motion. Currently, pursuant to the Case Management Plan and Scheduling Order entered in this action, depositions are to be completed by April 30, 2025 and all discovery is to be completed by May 30, 2025.

In addition, the parties also request that the Court enter a briefing schedule on the Motion as follows: opposition due by April 28, 2025; reply due by May 19, 2025.

We thank the Court for its attention to this matter.

The motion to stay is GRANTED and the parties' proposed briefing schedule is adopted. The Clerk of Court is respectfully directed to terminate the motion at ECF No. 33.

SO ORDERED.



Arun Subramanian, U.S.D.J.
Date: March 28, 2025

Very truly yours,

CHARTWELL LAW

By: Andrew Furman
Andrew Furman, Esq.
Attorneys for Defendant
One Battery Park Plaza, Suite 710
New York, New York 10004
P: (212) 968-2300
afurman@chartwelllaw.com

McDONALD & BARNHILL, P.A.

By: Andrew McDonald
Andrew P. McDonald, Esq.
Attorneys for Plaintiff
505 S. Magnolia Ave.
Tampa, Florida 33606
P: 813.265.2020
AMcDonald@mcdonaldbarnhill.com